

AG Contract No. KR94-2912-TRN  
ECS File: JPA 94-230  
Project No.: BR-984(66)P  
TRACS No.: SB358 28D  
Section: Bridge Scour Evaluation  
and Analysis

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX

70892

THIS AGREEMENT is entered into 24 April, 1994, <sup>5</sup>  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF PHOENIX acting by and through its MAYOR and CITY  
COUNCIL (the "City").

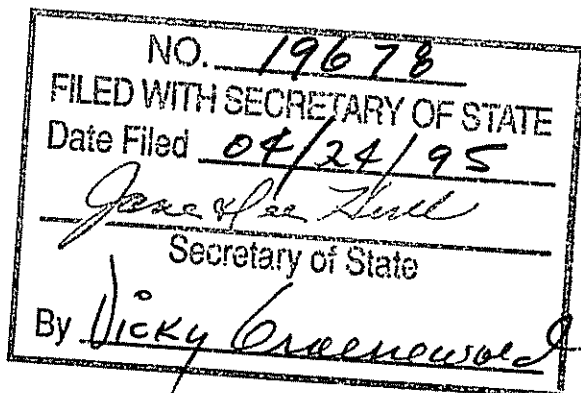
I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 and 28-112 to enter into this agreement and has  
by resolution, a copy of which is attached hereto and made a  
part hereof, resolved to enter into this agreement and has  
delegated to the undersigned the authority to execute this  
agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the City.

3. Congress has authorized appropriations for, but not  
limited to, the construction of streets and primary, feeder and  
farm-to-market roads; the replacement of bridges; the  
elimination of roadside obstacles; and the application of  
pavement markings.

4. Such project within the boundary of the City has been  
selected by the City; the field survey of the project has been  
completed; and the plans, estimates and specifications have  
been prepared and, as required, submitted to the Federal  
Highway Administration (FHWA) for its approval.



5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: BRIDGE SCOUR EVALUATION AND ANALYSIS.

|                         |              |
|-------------------------|--------------|
| Estimated Project Cost  | \$ 59,000.00 |
| Federal Aid Funds @ 80% | \$ 47,200.00 |
| City Funds @ 20%        | \$ 11,800.00 |

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The cost of the work covered by this agreement is to be borne by FHWA and the City, each in the proportion prescribed and determined by FHWA.

2. Therefore, the City agrees to furnish and provide City funds to the State in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The City may request the State, as authorized agent for the City, and all at City expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work, consisting of, but not specifically limited to, the review and approval of the City prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the City, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

4. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the work covered by this agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

5. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue - 616E  
Phoenix, AZ 85007

City of Phoenix  
City Manager  
200 W. Washington Street  
Phoenix, AZ 85003-1611


9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

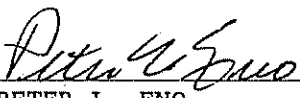
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF PHOENIX**

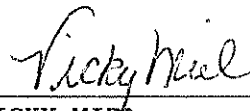
**STATE OF ARIZONA**

Department of Transportation

By   
JAMES H. MATTESON  
Street Transportation  
Director

By   
PETER L. ENO  
Contract Administrator

ATTEST:

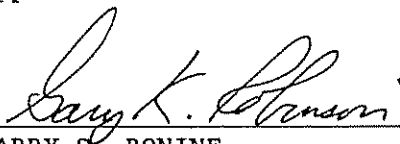
By   
VICKY MIEL  
City Clerk

453/101-104  
16nov

RESOLUTION

BE IT RESOLVED on this 14th day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Phoenix for the purpose of defining responsibilities for conducting bridge scour analysis.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

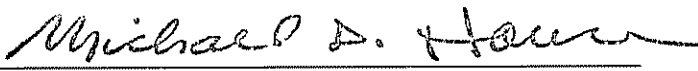
for:   
LARRY S. BONINE  
Director

JPA 94-230

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PHOENIX, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona and City Charter.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

  
\_\_\_\_\_  
ACTING  
City Attorney

*Street  
Trans*

RESOLUTION NO. 18491

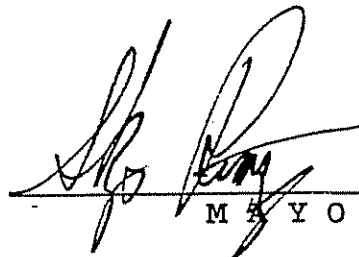
A RESOLUTION AUTHORIZING AN AGREEMENT  
BETWEEN THE ARIZONA DEPARTMENT OF  
TRANSPORTATION AND THE CITY OF PHOENIX  
FOR A BRIDGE SCOUR EVALUATION AND  
ANALYSIS STUDY; AND PROVIDING FOR PAYMENT  
THEREOF.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX,  
as follows:

SECTION 1. That the City Manager be, and he is hereby  
authorized, to enter into an Agreement with the Arizona  
Department of Transportation for a Bridge Scour Evaluation and  
Analysis Study.

SECTION 2. That the City Controller be, and is hereby  
authorized, to disburse funds for purposes of this Resolution  
in an amount equal to the difference between the total cost of  
the work provided in the Agreement and the amount of federal  
aid received or approximately \$11,800.

PASSED by the Council of the City of Phoenix  
this 29 day of March, 1995.

  
MAYOR

ATTEST:

 City Clerk

STREET TRANSPORTATION  
1995 APR - AM 10:40

APPROVED AS TO FORM:

ACTING

Michael D. Hise City Attorney

REVIEWED BY:

Frank J. Paulsen City Manager

1995 MAR 29 AM 11:03  
CITY CLERK DEPT. &

BPM:pl/2867P  
(03/27/95):42

- 2 -

ORDINANCE NO. 18491





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

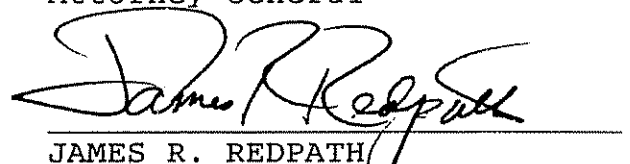
INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR94-2912-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 17th day of April, 1995.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8737G/4